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Attorneys for Defendant JOSE HUIZAR

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**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 20 2018**

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]* Deputy  
Stephany Bolden

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MAYRA ALVAREZ,

Plaintiff,

vs.

JOSE HUIZAR, an individual; CITY OF LOS ANGELES, a municipality; and DOES 1-10, inclusive,

Defendants.

Case No. 18STCV01722

[Assigned for All Purposes to:  
Hon. Richard E. Rico, Dept. 17]

**DEFENDANT JOSE HUIZAR'S ANSWER  
TO PLAINTIFF'S COMPLAINT**

Action Filed: October 22, 2018  
Trial Date: None Set

✓  
Defendant JOSE HUIZAR hereby responds to the verified Complaint of Plaintiff MAYRA ALVAREZ ("Plaintiff") and admits, denies and otherwise pleads as follows:

**GENERAL DENIAL**

Pursuant to the provisions of Code of Civil Procedure sections 431.30 and 466, Defendant denies generally and specifically each and every material allegation contained in the Complaint, and responds only to the Sixth and Seventh Causes of Action, as those are the only two alleged against this Answering Defendant. Defendant specifically denies that Plaintiff has been injured in any sum therein alleged, or at all, and that Plaintiff is entitled to the relief sought in his Complaint, or to any other relief.

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**DEFENDANT JOSE HUIZAR'S ANSWER TO PLAINTIFF'S COMPLAINT**

**FIRST AFFIRMATIVE DEFENSE**

**[Failure to State Facts]**

1. The Complaint fails to state facts sufficient to constitute a cause of action or claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**[Not Severe or Pervasive]**

2. The conduct complained of was not severe or pervasive.

**THIRD AFFIRMATIVE DEFENSE**

**[Failure to Exhaust Administrative Remedy]**

3. The Complaint is barred, in whole or in part, by failure to exhaust prerequisite administrative, statutory and/or judicial remedies.

**FOURTH AFFIRMATIVE DEFENSE**

**[No Liability for Aiding or Abetting]**

4. This Answering Defendant cannot be liable on an aiding and abetting theory as a matter of law. *Fiol v. Doellstadt* (1996) 50 Cal.App.4<sup>th</sup> 1318.

**FIFTH AFFIRMATIVE DEFENSE**

**[Estoppel]**

5. This answering Defendant believes that after an appropriate amount of discovery, any recovery on Plaintiff's claim is barred by Plaintiff's own conduct.

**SIXTH AFFIRMATIVE DEFENSE**

**[Proximate Cause]**

6. Any act or failure to act by Answering Defendant was not the proximate cause of any injuries allegedly suffered by Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

**[No Intent to Injure]**

7. Any recovery on the Complaint or portions thereof is barred by the fact that there was no intent to injure Plaintiff.

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**EIGHTH AFFIRMATIVE DEFENSE**

**[Unclean Hands]**

8. This Answering Defendant believes that after an appropriate amount of discovery, it will be able to establish them that any recovery on the Complaint is barred, in whole or in part, by Plaintiff's unclean hands.

**NINTH AFFIRMATIVE DEFENSE**

**[No Malice, Oppression, or Fraud]**

9. Any acts or omissions to act, were not the result of oppression, fraud or malice as such terms are defined by Cal. Civil Code § 3294.

**TENTH AFFIRMATIVE DEFENSE**

**[No Severe Emotional Distress]**

10. Defendant believes that after reasonable discovery, he will be able to show that Plaintiff suffered no severe emotional distress.

**ELEVENTH AFFIRMATIVE DEFENSE**

**[No Malice, Oppression, or Fraud]**

11. Any acts, or omissions to act, were not the result of oppression, fraud or malice as such terms are defined by Cal. Civil Code § 3294.

**TWELFTH AFFIRMATIVE DEFENSE**

**[Managerial]**

12. All actions taken by Defendant were business or personnel management decisions and thus, not actionable.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**[After Acquired Evidence]**

13. Defendant alleges that this action may be barred and/or Defendant's liability may be limited by after acquired evidence of Plaintiff's conduct or misconduct.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**[No Duty]**

14. This Answering Defendant owed no duty to Plaintiff.

WHEREFORE, Defendant JOSE HUIZAR prays that:

1. Plaintiff take nothing by way of her Complaint;
2. That judgment be in favor of Defendant;
3. Defendant be awarded attorneys' fees and costs of suit incurred herein; and
4. For such other and further relief as the court deems just and proper.

DATED: December 19, 2018

BALLARD ROSENBERG GOLPER & SAVITT, LLP

By: Linda Miller Savitt  
LINDA MILLER SAVITT  
JAMES H. DEMERJIAN  
Attorneys for Defendant JOSE HUIZAR

**PROOF OF SERVICE**

*Alvarez v. Huizar, et al.*  
LASC Case No. 18STCV01722

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, CA 91436.

On December 20, 2018, I served true copies of the following document(s) described as **DEFENDANT JOSE HUIZAR'S ANSWER TO PLAINTIFF'S COMPLAINT** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

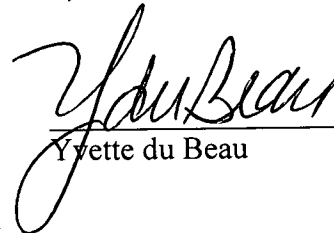
☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List. I am "readily familiar" with Ballard Rosenberg Golper & Savitt, LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Encino, California, on that same day following ordinary business practices.

☐ **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

☐ **BY PERSONAL SERVICE:** I personally delivered the document(s) to the person at the addresses listed in the Service List. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 20, 2018, at Encino, California.

  
Yvette du Beau

SERVICE LIST  
*Alvarez v. Huizar, et al.*  
18STCV01722

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